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11 AUTOMOTIVE MACHINISTS LODGE 1173

12 UNITED STATES OF AMERICA

13 BEFORE THE NATIONAL LABOR RELATIONS BOARD

14 FAIRFIELD IMPORTS, LLC d/b/a
15 FAIRFIELD TOYOTA, MOMENTUM
16 AUTOGROUP and MOMENTUM TOYOTA
17 OF FAIRFIELD,

Case Nos. 20-CA-035259;
20-CA-070368;
20-CA-088332;
20-CA-106248

18 Respondent,

19 And

20 AUTOMOTIVE MACHINISTS LOCAL
21 LODGE NO. 1173, DISTRICT LODGE 190,
22 INTERNATIONAL ASSOCIATION OF
23 MACHINISTS AND AEROSPACE
24 WORKERS, AFL-CIO

25 Charging Party.

**REPLY OF CHARGING PARTY TO
GENERAL COUNSEL'S CROSS-
EXCEPTIONS TO THE DECISION OF
THE ADMINISTRATIVE LAW JUDGE**

26 Although the Charging Party supports the cross-exceptions filed by the General Counsel
27 in most regards, it adds the following comments.

28 1. The "we will not" language proposed with respect to Exception No. 1 should read:

We will not ever at any time fire any of our employees for engaging
in union or any concerted activity for mutual aid or protection
involving our work.

The additional language will emphasize the broad scope of the remedial notice.

Furthermore the word "protected" should be deleted since that word is not found in the statute.

1 Deletion of the word “protected” will not prevent the Employer from raising a defense that the
2 concerted activity lost its protection. This affirmative defense should, however, not be part of the
3 injunctive language of the Order. The additional language will make it clear that the employer
4 will not fire workers who engage in Section 7 activities

5 2. The Charging Party joins in Exception No. 2. The language in Paragraph h(i)
6 should read:

7 Fire Frank Bartlomucci and/or any other employee without first notifying
8 the Union and giving it an opportunity to bargain.

9 Note that the word “or” should be changed to “and/or”.

10 3. Paragraph h(ii) should read:

11 Refusing the Union’s request to bargain over the decision and the
12 effects of any decision to fire Frank Bartlomucci and/or any
employee.

13 The language is too narrow because it would suggest that the Employer only has to
14 bargain over the effects and not the decision itself.

15 4. Paragraph h(iii) should read:

16 Refusing to provide the Union with any requested information
17 regarding the firing or discipline of Frank Bartlomucci and/or any
employee.

18 The word termination is too narrow. The word discipline should be included.

19
20 5. Paragraph h(viii) should read:

21 Failing to or refusing to furnish the Union of the copies of all witness
22 statements pertaining to the termination or discipline of Frank Bartlomucci
or any employee.

23 The word “termination” is too narrow and the word discipline should be inserted, The
24 injunctive language should apply to any employee.

25 6. The Charging Party does not oppose Exception No. 3.

26 7. The Charging Party joins in Exception No. 4.

27 8. The Charging Party joins in Exception No. 5, except the Respondent should also
28 be ordered to submit a copy of the report to the Union as the bargaining representative.

1
2 9. The Charging Party joins in Exception No. 6. However this should also include
3 interest.

4 Dated: July 28, 2014

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

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6 /S/ DAVID A. ROSENFELD
By: DAVID A. ROSENFELD
7 Attorneys for Charging Party
8 AUTOMOTIVE MACHINISTS LODGE 1173

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1 **CERTIFICATE OF SERVICE**

2 I am a citizen of the United States and an employee in the County of Alameda, State of
3 California. I am over the age of eighteen years and not a party to the withing action; my business
4 address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501. I certify that on
5 July 28, 2014, the **REPLY OF CHARGING PARTY TO GENERAL COUNSEL'S CROSS-**
6 **EXCEPTIONS TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE**
7 document was served on the following parties as addressed below:

- 8
- 9 ☒ (BY U.S. MAIL) I am personally and readily familiar with the business practice of
10 Weinberg, Roger & Rosenfeld for collection and processing of correspondence for
11 mailing with the United States Parcel Service, and I caused such envelope(s) with
12 postage thereon fully prepaid to be placed in the United States Postal Service at
13 Alameda, California.
- 14 ☒ (BY ELECTRONIC SERVICE) By electronically mailing a true and correct copy
15 through Weinberg, Roger & Rosenfeld's electronic mail system to the email addresses
16 set forth below.

17 Matthew C. Peterson, Esq.
18 Elvira T. Pereda, Esq.
19 Counsel for the General Counsel
20 National Labor Relations Board
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22 San Francisco, CA 94103-1779
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25 I certify under penalty of perjury that the above is true and correct.
26 Executed at Alameda, California, on July 28, 2014.

27 /s/Katrina Shaw
28 KATRINA SHAW